

1  
2  
3  
4  
5  
6  
7  
8 **UNITED STATES DISTRICT COURT**  
9 **WESTERN DISTRICT OF WASHINGTON**  
10 **AT SEATTLE**  
11

12 DELVA ZARATE, a single person,  
13

14 **Plaintiff,**  
15 **vs.**

16 M/V TATU, Official Number 734665,  
17 and its engines and appurtenances, *in*  
18 *rem*, and PLATINUM PREMIER  
CORP. and MICHAEL SIMS, *in*  
*personam*,

19 **Defendants.**  
20

NO.:

VERIFIED COMPLAINT FOR UNPAID  
VESSEL RENOVATIONS

21 COMES NOW the Plaintiff Delva Zarate and alleges as follows:  
22

23 **I. Parties**

24 1. Plaintiff is a single person residing in Skagit County, State of Washington.

25 2. Defendant M/V TATU ("Vessel") is owned by Michael Sims and Platinum  
26 Premier Corporation ("Owner"), is a 85 foot yacht registered in Gibraltar, and is currently  
27

1 found within the Western District of Washington at Salmon Bay Boat Yard, 4266 20<sup>th</sup>  
2 Avenue West, Seattle, WA 98199 ("Shipyard").

3 3. Upon information and belief, defendant Sims is a resident of the State of  
4 California and Platinum Premier Corporation is a Texas corporation.  
5

## 6 **II. Jurisdiction and Venue**

7 4. This Court has *in rem* jurisdiction over the Vessel and venue is proper in  
8 this District by virtue that the Vessel is engaged in maritime commerce, the Vessel is  
9 currently found in this District, and this action is for non-payment of renovation and refit  
10 services provided, pursuant to the Federal Maritime Lien Act, 46 U.S.C. §31301, to the  
11 Vessel by the Plaintiff at the Owner's request.  
12

## 13 **III. Background**

14 5. Plaintiff provided refit services and goods to the Vessel at the Owner's  
15 request in the amount of Ninety-Eight Thousand Eighty Hundred Fifteen and 80/100  
16 dollars (\$98,815.80) ("Lien Amount") that has not been paid despite repeated demands  
17 by Plaintiff and assurances by Owner and the Owner's representatives that the Lien  
18 Amount would be paid .  
19

20 6. The Vessel is engaged in maritime commerce.

21 7. The Owner's agreement to pay for Plaintiff's services and goods  
22 constitutes a maritime contract for the benefit of the Vessel.  
23

24 8. The services and goods provided by Plaintiff pursuant to its maritime  
25 contract with the Owner constitute "necessaries" and creates an immediate maritime  
26 lien under maritime law and the Federal Maritime Lien Act, 46 U.S.C. §31301 *et seq.*  
27

1           9.     The Owner and the Owner's representative assured Plaintiff that the Lien  
2 Amount would be paid before the Vessel departed the Seaview Boatyard at 2652 N.  
3 Harbor Loop Dr, Bellingham, WA, where the services and good were provided by  
4 Plaintiff. Owner cause the Vessel to be re-launched from Seaview Boatyard without  
5 paying the Lien Amount to Plaintiff and other individuals and entities who provided  
6 necessities to the Vessel.  
7

8           10.    Exigent circumstances make judicial review impractical before an arrest  
9 warrant is issued because the Vessel, upon information and belief, is currently  
10 preparing to leave the District before the Lien Amount is paid.  
11

#### 12                               **IV.     Cause of Action**

##### 13                               **First Cause of Action: Breach of Maritime Contract**

14           11.    Plaintiff re-alleges paragraphs 1-10 above as if fully set forth herein.

15           12.    Plaintiff entered into a maritime contract with the Owner for the Vessel's  
16 benefit to provide certain services and goods to the Vessel.  
17

18           13.    The Owner breached the maritime contract by failing to pay the Lien  
19 Amount to Plaintiff upon demand.

20           14.    As a proximate cause of Owner's breach of the maritime contract, Plaintiff  
21 has suffered damages in the Lien Amount, plus anticipated attorneys' fees and costs  
22 associated with arresting the Vessel to enforce Plaintiff's maritime lien rights under  
23 maritime law and the Federal Maritime Lien Act, 46 U.S.C. §31301 *et seq*  
24

25           WHEREFORE Plaintiff prays as follows:  
26  
27

KENNETH L. KARLBERG, WSBA #18781  
Attorney for Plaintiff

I am the attorney for the plaintiff in this action and have knowledge of the matters asserted in this Complaint based on independent investigation and information provided by Plaintiff. Pursuant to 28 U.S.C § 1746, I declare under penalty of perjury that the allegations of the Complaint are true and correct to the best of my knowledge and belief.

Kenneth L. Karlberg